

OFFER TO PURCHASE AND CONTRACT
[Consult "Guidelines" (Form 2G) for guidance in completing this form]

For valuable consideration, the receipt and legal sufficiency of which are hereby acknowledged, Buyer offers to purchase and Seller upon acceptance agrees to sell and convey the Property on the terms and conditions of this Offer To Purchase and Contract and any addendum or modification made in accordance with its terms (together the "Contract").

1. **TERMS AND DEFINITIONS:** The terms listed below shall have the respective meaning given them as set forth adjacent to each term.

(a) "Seller": CHARLOTTE MECKLENBURG HISTORIC LANDMARKS COMMISSION

(b) "Buyer": Jennifer and Edwin Godsey

(c) "Property": The Property shall include all that real estate described below together with all appurtenances thereto including the improvements located thereon and the fixtures and personal property listed in Paragraphs 2 and 3 below.

NOTE: If the Property will include a manufactured (mobile) home(s), Buyer and Seller should consider including the Manufactured (Mobile) Home provision in the Additional Provisions Addendum (Standard Form 2A11-T) with this offer.

Street Address: 11647 Rozzelles Ferry Rd
City: Charlotte Zip: 28277
County: Mecklenburg, North Carolina

NOTE: Governmental authority over taxes, zoning, school districts, utilities and mail delivery may differ from address shown.

Legal Description: (Complete ALL applicable)
Plat Reference: Lot/Unit _____, Block/Section _____, Subdivision/Condominium _____, as shown on Plat Book/Slide _____ at Page(s) _____

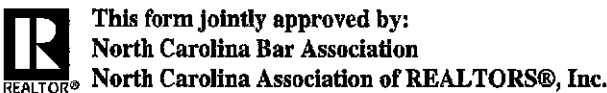
The PIN/PID or other identification number of the Property is: _____

Other description: see attached exhibit

Some or all of the Property may be described in Deed Book _____ at Page _____

(d) "Purchase Price":
\$ 299,000.00 paid in U.S. Dollars upon the following terms:
\$ 650.00 BY DUE DILIGENCE FEE made payable and delivered to Seller by the Effective Date.
\$ 2,000.00 BY INITIAL EARNEST MONEY DEPOSIT made payable and delivered to Escrow Agent named in Paragraph 1(f) by cash personal check official bank check wire transfer, electronic transfer, EITHER with this offer OR within five (5) days of the Effective Date of this Contract.
\$ 0 BY (ADDITIONAL) EARNEST MONEY DEPOSIT made payable and delivered to Escrow Agent named in Paragraph 1(f) by cash, official bank check, wire transfer or electronic transfer no later than _____, **TIME BEING OF THE ESSENCE** with regard to said date.
\$ 0 BY ASSUMPTION of the unpaid principal balance and all obligations of Seller on the existing loan(s) secured by a deed of trust on the Property in accordance with the attached Loan Assumption Addendum (Standard Form 2A6-T).
\$ 224,250.00 BY SELLER FINANCING in accordance with the attached Seller Financing Addendum (Standard Form 2A5-T).
\$ 0 BY BUILDING DEPOSIT in accordance with the attached New Construction Addendum (Standard Form 2A3-T).
\$ 72,100.00 BALANCE of the Purchase Price in cash at Settlement (some or all of which may be paid with the proceeds of a new loan).

Should Buyer fail to deliver either the Due Diligence Fee or any Initial Earnest Money Deposit by their due dates, or should any check or other funds paid by Buyer be dishonored, for any reason, by the institution upon which the payment is drawn, Buyer shall



STANDARD FORM 2-T
Revised 7/2017
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Buyer initials JG EG Seller initials _____

have one (1) banking day after written notice to deliver cash, official bank check, wire transfer or electronic transfer to the payee. In the event Buyer does not timely deliver the required funds, Seller shall have the right to terminate this Contract upon written notice to Buyer.

(e) "Earnest Money Deposit": The Initial Earnest Money Deposit, the Additional Earnest Money Deposit and any other earnest monies paid or required to be paid in connection with this transaction, collectively the "Earnest Money Deposit", shall be deposited and held in escrow by Escrow Agent until Closing, at which time it will be credited to Buyer, or until this Contract is otherwise terminated. In the event: (1) this offer is not accepted; or (2) a condition of any resulting contract is not satisfied, then the Earnest Money Deposit shall be refunded to Buyer. In the event of breach of this Contract by Seller, the Earnest Money Deposit shall be refunded to Buyer upon Buyer's request, but such return shall not affect any other remedies available to Buyer for such breach. In the event of breach of this Contract by Buyer, the Earnest Money Deposit shall be paid to Seller as liquidated damages and as Seller's sole and exclusive remedy for such breach, but without limiting Seller's rights under Paragraphs 4(d) and 4(e) for damage to the Property or Seller's right to retain the Due Diligence Fee. It is acknowledged by the parties that payment of the Earnest Money Deposit to Seller in the event of a breach of this Contract by Buyer is compensatory and not punitive, such amount being a reasonable estimation of the actual loss that Seller would incur as a result of such breach. The payment of the Earnest Money Deposit to Seller shall not constitute a penalty or forfeiture but actual compensation for Seller's anticipated loss, both parties acknowledging the difficulty determining Seller's actual damages for such breach. If legal proceedings are brought by Buyer or Seller against the other to recover the Earnest Money Deposit, the prevailing party in the proceeding shall be entitled to recover from the non-prevailing party reasonable attorney fees and court costs incurred in connection with the proceeding.

(f) "Escrow Agent" (insert name): HM Properties

NOTE: In the event of a dispute between Seller and Buyer over the disposition of the Earnest Money Deposit held in escrow, a licensed real estate broker ("Broker") is required by state law (and Escrow Agent, if not a Broker, hereby agrees) to retain the Earnest Money Deposit in the Escrow Agent's trust or escrow account until Escrow Agent has obtained a written release from the parties consenting to its disposition or until disbursement is ordered by a court of competent jurisdiction. Alternatively, if a Broker or an attorney licensed to practice law in North Carolina ("Attorney") is holding the Earnest Money Deposit, the Broker or Attorney may deposit the disputed monies with the appropriate clerk of court in accordance with the provisions of N.C.G.S. §93A-12.

THE PARTIES AGREE THAT A REAL ESTATE BROKERAGE FIRM ACTING AS ESCROW AGENT MAY PLACE THE EARNEST MONEY DEPOSIT IN AN INTEREST BEARING TRUST ACCOUNT AND THAT ANY INTEREST EARNED THEREON SHALL BE DISBURSED TO THE ESCROW AGENT MONTHLY IN CONSIDERATION OF THE EXPENSES INCURRED BY MAINTAINING SUCH ACCOUNT AND RECORDS ASSOCIATED THEREWITH.

(g) "Effective Date": The date that: (1) the last one of Buyer and Seller has signed or initialed this offer or the final counteroffer, if any, and (2) such signing or initialing is communicated to the party making the offer or counteroffer, as the case may be. The parties acknowledge and agree that the initials lines at the bottom of each page of this Contract are merely evidence of their having reviewed the terms of each page, and that the complete execution of such initials lines shall not be a condition of the effectiveness of this Agreement.

(h) "Due Diligence": Buyer's opportunity to investigate the Property and the transaction contemplated by this Contract, including but not necessarily limited to the matters described in Paragraph 4 below, to decide whether Buyer, in Buyer's sole discretion, will proceed with or terminate the transaction.

(i) "Due Diligence Fee": A negotiated amount, if any, paid by Buyer to Seller with this Contract for Buyer's right to terminate the Contract for any reason or no reason during the Due Diligence Period. It shall be the property of Seller upon the Effective Date and shall be a credit to Buyer at Closing. The Due Diligence Fee shall be non-refundable except in the event of a material breach of this Contract by Seller, or if this Contract is terminated under Paragraph 8(n) or Paragraph 12, or as otherwise provided in any addendum hereto. Buyer and Seller each expressly waive any right that they may have to deny the right to conduct Due Diligence or to assert any defense as to the enforceability of this Contract based on the absence or alleged insufficiency of any Due Diligence Fee, it being the intent of the parties to create a legally binding contract for the purchase and sale of the Property without regard to the existence or amount of any Due Diligence Fee.

(j) "Due Diligence Period": The period beginning on the Effective Date and extending through 5:00 p.m. on November 29, 2017 *TIME BEING OF THE ESSENCE* with regard to said date.

(k) "Settlement": The proper execution and delivery to the closing attorney of all documents necessary to complete the transaction contemplated by this Contract, including the deed, settlement statement, deed of trust and other loan or conveyance documents, and the closing attorney's receipt of all funds necessary to complete such transaction.

(l) "Settlement Date": The parties agree that Settlement will take place on December 7, 2017 (the "Settlement Date"), unless otherwise agreed in writing, at a time and place designated by Buyer.

Buyer initials JLS EG Seller initials _____

(m) "Closing": The completion of the legal process which results in the transfer of title to the Property from Seller to Buyer, which includes the following steps: (1) the Settlement (defined above); (2) the completion of a satisfactory title update to the Property following the Settlement; (3) the closing attorney's receipt of authorization to disburse all necessary funds; and (4) recordation in the appropriate county registry of the deed(s) and deed(s) of trust, if any, which shall take place as soon as reasonably possible for the closing attorney after Settlement. Upon Closing, the proceeds of sale shall be disbursed by the closing attorney in accordance with the settlement statement and the provisions of Chapter 45A of the North Carolina General Statutes. If the title update should reveal unexpected liens, encumbrances or other title defects, or if the closing attorney is not authorized to disburse all necessary funds, then the Closing shall be suspended and the Settlement deemed delayed under Paragraph 13 (Delay in Settlement/Closing).

WARNING: The North Carolina State Bar has determined that the performance of most acts and services required for a closing constitutes the practice of law and must be performed only by an attorney licensed to practice law in North Carolina. State law prohibits unlicensed individuals or firms from rendering legal services or advice. Although non-attorney settlement agents may perform limited services in connection with a closing, they may not perform all the acts and services required to complete a closing. A closing involves significant legal issues that should be handled by an attorney. Accordingly it is the position of the North Carolina Bar Association and the North Carolina Association of REALTORS® that all buyers should hire an attorney licensed in North Carolina to perform a closing.

(n) "Special Assessments": A charge against the Property by a governmental authority in addition to ad valorem taxes and recurring governmental service fees levied with such taxes, or by an owners' association in addition to any regular assessment (dues), either of which may be a lien against the Property. A Special Assessment may be either proposed or confirmed.

"Proposed Special Assessment": A Special Assessment that is under formal consideration but which has not been approved prior to Settlement.

"Confirmed Special Assessment": A Special Assessment that has been approved prior to Settlement whether or not it is fully payable at time of Settlement.

2. **FIXTURES AND EXCLUSIONS.**

(a) **Specified Items:** Unless identified in subparagraph (d) below, the following items, including all related equipment and remote control devices, if any, are deemed fixtures and shall convey, included in the Purchase Price free of liens:

- Alarm and security systems (attached) for security, fire, smoke, carbon monoxide or other toxins with all related access codes, sensors, cameras, dedicated monitors, hard drives, video recorders, power supplies and cables; doorbells/chimes
- All stoves/ranges/ovens; built-in appliances; attached microwave oven; vent hood
- Antennas; satellite dishes and receivers
- Basketball goals and play equipment (permanently attached or in-ground)
- Ceiling and wall-attached fans; light fixtures (including existing bulbs)
- Fireplace insert; gas logs or starters; attached fireplace screens; wood or coal stoves
- Floor coverings (attached)
- Fuel tank(s) whether attached or buried and including any contents that have not been used, removed or resold to the fuel provider as of Settlement. **NOTE:** Seller's use, removal or resale of fuel in any fuel tank is subject to Seller's obligation under Paragraph 8(c) to provide working, existing utilities through the earlier of Closing or possession by Buyer.
- Garage door openers with all controls
- Generators that are permanently wired
- Invisible fencing with power supply, controls and receivers
- Landscape and outdoor trees and plants (except in moveable containers); raised garden; landscape and foundation lighting; outdoor sound systems; permanent irrigation systems and controls; rain barrels; landscape water features; address markers
- Mailboxes; mounted package and newspaper receptacles
- Mirrors attached to walls, ceilings, cabinets or doors; all bathroom wall mirrors
- Storage shed; utility building
- Swimming pool (excluding inflatable); spa; hot tub
- Solar electric and solar water heating systems
- Sump-pumps, radon fans and crawlspace ventilators; de-humidifiers that are permanently wired
- Surface-mounting brackets for television and speakers; recess-mounted speakers; mounted intercom system
- Water supply equipment, including filters, conditioning and softener systems; re-circulating pumps; well pumps and tanks
- Window/Door blinds and shades, curtain and drapery rods and brackets, door and window screens and combination doors, awnings and storm windows

Buyer initials JS Seller initials EG

(b) **Items Leased or Not Owned:** Any item which is leased or not owned by Seller, such as fuel tanks, antennas, satellite dishes and receivers, appliances, and alarm and security systems must be identified here and shall not convey:

none

(c) **Other Fixtures/Unspecified items:** Unless identified in subparagraph (d) below, any other item legally considered a fixture is included in the Purchase Price free of liens.

(d) **Other Items That Do Not Convey:** The following items shall not convey (*identify those items to be excluded under subparagraphs (a) and (c)*): none

Seller shall repair any damage caused by removal of any items excepted above.

3. **PERSONAL PROPERTY:** The following personal property shall be transferred to Buyer at no value at Closing: none

NOTE: Buyer is advised to consult with Buyer's lender to assure that the Personal Property items listed above can be included in this Contract.

4. **BUYER'S DUE DILIGENCE PROCESS:**

WARNING: BUYER IS STRONGLY ENCOURAGED TO CONDUCT DUE DILIGENCE DURING THE DUE DILIGENCE PERIOD. If Buyer is not satisfied with the results or progress of Buyer's Due Diligence, Buyer should terminate this Contract, PRIOR TO THE EXPIRATION OF THE DUE DILIGENCE PERIOD, unless Buyer can obtain a written extension from Seller. SELLER IS NOT OBLIGATED TO GRANT AN EXTENSION. Although Buyer may continue to investigate the Property following the expiration of the Due Diligence Period, Buyer's failure to deliver a Termination Notice to Seller prior to the expiration of the Due Diligence Period will constitute a waiver by Buyer of any right to terminate this Contract based on any matter relating to Buyer's Due Diligence. Provided however, following the Due Diligence Period, Buyer may still exercise a right to terminate if Seller fails to materially comply with any of Seller's obligations under Paragraph 8 of this Contract or for any other reason permitted under the terms of this Contract or North Carolina law.

(a) **Loan:** Buyer, at Buyer's expense, shall be entitled to pursue qualification for and approval of the Loan if any.

NOTE: Buyer's obligation to purchase the Property is not contingent on obtaining a Loan. Therefore, Buyer is advised to consult with Buyer's lender prior to signing this offer to assure that the Due Diligence Period allows sufficient time for the appraisal to be completed and for Buyer's lender to provide Buyer sufficient information to decide whether to proceed with or terminate the transaction.

(b) **Property Investigation:** Buyer or Buyer's agents or representatives, at Buyer's expense, shall be entitled to conduct all desired tests, surveys, appraisals, investigations, examinations and inspections of the Property as Buyer deems appropriate, including but NOT limited to the following:

(i) **Inspections:** Inspections to determine the condition of any improvements on the Property, the presence of unusual drainage conditions or evidence of excessive moisture adversely affecting any improvements on the Property, the presence of asbestos or existing environmental contamination, evidence of wood-destroying insects or damage therefrom, and the presence and level of radon gas on the Property.

(ii) **Review of Documents:** Review of the Declaration of Restrictive Covenants, Bylaws, Articles of Incorporation, Rules and Regulations, and other governing documents of any applicable owners' association and/or subdivision. If the Property is subject to regulation by an owners' association, it is recommended that Buyer review the completed Residential Property and Owners' Association Disclosure Statement provided by Seller prior to signing this offer. It is also recommended that the Buyer determine if the owners' association or its management company charges fees for providing information required by Buyer's lender or confirming restrictive covenant compliance.

(iii) **Insurance:** Investigation of the availability and cost of insurance for the Property.

(iv) **Appraisals:** An appraisal of the Property.

(v) **Survey:** A survey to determine whether the property is suitable for Buyer's intended use and the location of easements, setbacks, property boundaries and other issues which may or may not constitute title defects.

(vi) **Zoning and Governmental Regulation:** Investigation of current or proposed zoning or other governmental regulation that may affect Buyer's intended use of the Property, adjacent land uses, planned or proposed road construction, and school attendance zones.

Buyer initials JG Seller initials EG

- (vii) **Flood Hazard:** Investigation of potential flood hazards on the Property, and/or any requirement to purchase flood insurance in order to obtain the Loan.
- (viii) **Utilities and Access:** Availability, quality, and obligations for maintenance of utilities including water, sewer, electric, gas, communication services, stormwater management, and means of access to the Property and amenities.
- (ix) **Streets/Roads:** Investigation of the status of the street/road upon which the Property fronts as well as any other street/road used to access the Property, including: (1) whether any street(s)/road(s) are public or private, (2) whether any street(s)/road(s) designated as public are accepted for maintenance by the State of NC or any municipality, or (3) if private or not accepted for public maintenance, the consequences and responsibility for maintenance and the existence, terms and funding of any maintenance agreements.
- (x) **Fuel Tank:** Inspections to determine the existence, type and ownership of any fuel tank located on the Property.

NOTE: Buyer is advised to consult with the owner of any leased fuel tank regarding the terms under which Buyer may lease the tank and obtain fuel.

(c) **Repair/Improvement Negotiations/Agreement:** Buyer acknowledges and understands that unless the parties agree otherwise, **THE PROPERTY IS BEING SOLD IN ITS CURRENT CONDITION.** Buyer and Seller acknowledge and understand that they may, but are not required to, engage in negotiations for repairs/improvements to the Property. Buyer is advised to make any repair/improvement requests in sufficient time to allow repair/improvement negotiations to be concluded prior to the expiration of the Due Diligence Period. Any agreement that the parties may reach with respect to repairs/improvements shall be considered an obligation of the parties and is an addition to this Contract and as such, must be in writing and signed by the parties in accordance with Paragraph 20.

NOTE: See Paragraph 8(c), Access to Property and Paragraph 8(m), Negotiated Repairs/Improvements.

(d) **Buyer's Obligation to Repair Damage:** Buyer shall, at Buyer's expense, promptly repair any damage to the Property resulting from any activities of Buyer and Buyer's agents and contractors, but Buyer shall not be responsible for any damage caused by accepted practices either approved by the N.C. Home Inspector Licensure Board or applicable to any other N.C. licensed professional performing reasonable appraisals, tests, surveys, examinations and inspections of the Property. This repair obligation shall survive any termination of this Contract.

(e) **Indemnity:** Buyer will indemnify and hold Seller harmless from all loss, damage, claims, suits or costs, which shall arise out of any contract, agreement, or injury to any person or property as a result of any activities of Buyer and Buyer's agents and contractors relating to the Property except for any loss, damage, claim, suit or cost arising out of pre-existing conditions of the Property and/or out of Seller's negligence or willful acts or omissions. This indemnity shall survive this Contract and any termination hereof.

(f) **Buyer's Right to Terminate:** Buyer shall have the right to terminate this Contract for any reason or no reason, by delivering to Seller written notice of termination (the "Termination Notice") during the Due Diligence Period (or any agreed-upon written extension of the Due Diligence Period), **TIME BEING OF THE ESSENCE.** If Buyer timely delivers the Termination Notice, this Contract shall be terminated and the Earnest Money Deposit shall be refunded to Buyer.

(g) **CLOSING SHALL CONSTITUTE ACCEPTANCE OF THE PROPERTY IN ITS THEN EXISTING CONDITION UNLESS PROVISION IS OTHERWISE MADE IN WRITING.**

5. BUYER REPRESENTATIONS:

(a) **Loan:** Buyer does does not intend to obtain a new loan in order to purchase the Property. If Buyer is obtaining a new loan, Buyer intends to obtain a loan as follows: FHA VA (attach FHA/VA Financing Addendum) Conventional Other: _____ loan at a Fixed Rate Adjustable Rate in the principal amount of _____ plus any financed VA Funding Fee or FHA MIP for a term of _____ year(s), at an initial interest rate not to exceed _____ % per annum (the "Loan").

NOTE: Buyer's obligations under this Contract are not conditioned upon obtaining or closing any loan.

NOTE: If Buyer does not intend to obtain a new loan, Seller is advised, prior to signing this offer, to obtain documentation from Buyer which demonstrates that Buyer will be able to close on the Property without the necessity of obtaining a new loan.

(b) **Other Property:** Buyer does does not have to sell or lease other real property in order to qualify for a new loan or to complete purchase.

NOTE: This Contract is not conditioned upon the sale of Buyer's property unless a contingent sale addendum such as Standard Form 2A2-T is made a part of this Contract.

Buyer initials *JB* *EG* Seller initials _____

(c) **Performance of Buyer's Financial Obligations:** To the best of Buyer's knowledge, there are no other circumstances or conditions existing as of the date of this offer that would prohibit Buyer from performing Buyer's financial obligations in accordance with this Contract, except as may be specifically set forth herein.

(d) **Residential Property and Owners' Association Property Disclosure Statement** (check only one):

- Buyer has received a signed copy of the N.C. Residential Property and Owners' Association Disclosure Statement prior to the signing of this offer.
- Buyer has NOT received a signed copy of the N.C. Residential Property and Owners' Association Disclosure Statement prior to the signing of this offer and shall have the right to terminate or withdraw this Contract without penalty (including a refund of any Due Diligence Fee) prior to **WHICHEVER OF THE FOLLOWING EVENTS OCCURS FIRST:** (1) the end of the third calendar day following receipt of the Disclosure Statement; (2) the end of the third calendar day following the Effective Date; or (3) Settlement or occupancy by Buyer in the case of a sale or exchange.
- Exempt from N.C. Residential Property and Owners' Association Disclosure Statement because (SEE GUIDELINES): _____

(e) **Mineral and Oil and Gas Rights Mandatory Disclosure Statement** (check only one):

- Buyer has received a signed copy of the N.C. Mineral and Oil and Gas Rights Mandatory Disclosure Statement prior to the signing of this offer.
- Buyer has NOT received a signed copy of the N.C. Mineral and Oil and Gas Rights Mandatory Disclosure Statement prior to the signing of this offer and shall have the right to terminate or withdraw this Contract without penalty (including a refund of any Due Diligence Fee) prior to **WHICHEVER OF THE FOLLOWING EVENTS OCCURS FIRST:** (1) the end of the third calendar day following receipt of the Disclosure Statement; (2) the end of the third calendar day following the Effective Date; or (3) Settlement or occupancy by Buyer in the case of a sale or exchange.
- Exempt from N.C. Mineral and Oil and Gas Rights Mandatory Disclosure Statement because (SEE GUIDELINES): _____

Buyer's receipt of a Mineral and Oil and Gas Rights Mandatory Disclosure Statement does not modify or limit the obligations of Seller under Paragraph 8(g) of this Contract and shall not constitute the assumption or approval by Buyer of any severance of mineral and/or oil and gas rights, except as may be assumed or specifically approved by Buyer in writing.

NOTE: The parties are advised to consult with a NC attorney prior to signing this Contract if severance of mineral and/or oil and gas rights has occurred or is intended.

6. **BUYER OBLIGATIONS:**

- (a) **Responsibility for Proposed Special Assessments:** Buyer shall take title subject to all Proposed Special Assessments.
- (b) **Responsibility for Certain Costs:** Buyer shall be responsible for all costs with respect to:
 - (i) any loan obtained by Buyer, including charges by an owners association and/or management company as agent of an owners' association for providing information required by Buyer's lender;
 - (ii) charges required by an owners' association declaration to be paid by Buyer for Buyer's future use and enjoyment of the Property, including, without limitation, working capital contributions, membership fees, or charges for Buyer's use of the common elements and/or services provided to Buyer, such as "move-in fees";
 - (iii) determining restrictive covenant compliance;
 - (iv) appraisal;
 - (v) title search;
 - (vi) title insurance;
 - (vii) any fees charged by the closing attorney for the preparation of the Closing Disclosure, Seller Disclosure and any other settlement statement;
 - (viii) recording the deed; and
 - (ix) preparation and recording of all instruments required to secure the balance of the Purchase Price unpaid at Settlement.
- (c) **Authorization to Disclose Information:** Buyer authorizes the Buyer's lender(s), the parties' real estate agent(s) and closing attorney: (1) to provide this Contract to any appraiser employed by Buyer or by Buyer's lender(s); and (2) to release and disclose any buyer's closing disclosure, settlement statement and/or disbursement summary, or any information therein, to the parties to this transaction, their real estate agent(s) and Buyer's lender(s).

7. **SELLER REPRESENTATIONS:**

- (a) **Ownership:** Seller represents that Seller:
 - has owned the Property for at least one year.
 - has owned the Property for less than one year.
 - does not yet own the Property.

Buyer initials JCS EG Seller initials _____

(b) **Lead-Based Paint** (check if applicable):

The Property is residential and was built prior to 1978 (Attach Lead-Based Paint or Lead-Based Paint Hazards Disclosure Addendum (Standard Form 2A9-T)).

(c) **Assessments:** To the best of Seller's knowledge there are no Proposed Special Assessments except as follows (Insert "None" or the identification of such assessments, if any): None

Seller warrants that there are no Confirmed Special Assessments except as follows (Insert "None" or the identification of such assessments, if any): None

(d) **Owners' Association(s) and Dues:** Seller authorizes and directs any owners' association, any management company of the owners' association, any insurance company and any attorney who has previously represented the Seller to release to Buyer, Buyer's agents, representative, closing attorney or lender true and accurate copies of the following items affecting the Property, including any amendments:

- Seller's statement of account
- master insurance policy showing the coverage provided and the deductible amount
- Declaration and Restrictive Covenants
- Rules and Regulations
- Articles of Incorporation
- Bylaws of the owners' association
- current financial statement and budget of the owners' association
- parking restrictions and information
- architectural guidelines

(specify name of association): n/a whose regular assessments ("dues") are \$ _____ per _____. The name, address and telephone number of the president of the owners' association or the association manager is: _____

Owners' association website address, if any: _____

(specify name of association): n/a whose regular assessments ("dues") are \$ _____ per _____. The name, address and telephone number of the president of the owners' association or the association manager is: _____

Owners' association website address, if any: _____

8. **SELLER OBLIGATIONS:**

(a) **Evidence of Title, Payoff Statement(s) and Non Foreign Status:**

- (i) Seller agrees to use best efforts to provide to the closing attorney as soon as reasonably possible after the Effective Date, copies of all title information in possession of or available to Seller, including but not limited to: title insurance policies, attorney's opinions on title, surveys, covenants, deeds, notes and deeds of trust, leases, and easements relating to the Property.
- (ii) Seller shall provide to the closing attorney all information needed to obtain a written payoff statement from any lender(s) regarding any security interest in the Property as soon as reasonably possible after the Effective Date, and Seller designates the closing attorney as Seller's agent with express authority to request and obtain on Seller's behalf payoff statements and/or short-pay statements from any such lender(s).
- (iii) If Seller is not a foreign person as defined by the Foreign Investment in Real Property Tax Act, Seller shall also provide to the closing attorney a non-foreign status affidavit (pursuant to the Foreign Investment in Real Property Tax Act). In the event Seller shall not provide a non-foreign status affidavit, Seller acknowledges that there may be withholding as provided by the Internal Revenue Code.

(b) **Authorization to Disclose Information:** Seller authorizes: (1) any attorney presently or previously representing Seller to release and disclose any title insurance policy in such attorney's file to Buyer and both Buyer's and Seller's agents and attorneys; (2) the Property's title insurer or its agent to release and disclose all materials in the Property's title insurer's (or title insurer's agent's) file to Buyer and both Buyer's and Seller's agents and attorneys and (3) the closing attorney to release and disclose any seller's closing disclosure, settlement statement and/or disbursement summary, or any information therein, to the parties to this transaction, their real estate agent(s) and Buyer's lender(s).

(c) **Access to Property:** Seller shall provide reasonable access to the Property (including working, existing utilities) through the earlier of Closing or possession by Buyer, including, but not limited to, allowing Buyer and/or Buyer's agents or representatives, an opportunity to (i) conduct Due Diligence, (ii) verify the satisfactory completion of negotiated repairs/improvements, and (iii) conduct a final walk-through inspection of the Property.

Buyer initials JCS Seller initials EG

NOTE: See WARNING in paragraph 4 above for limitation on Buyer's right to terminate this Contract as a result of Buyer's continued investigation of the Property following the expiration of the Due Diligence Period.

(d) **Removal of Seller's Property:** Seller shall remove, by the date possession is made available to Buyer, all personal property which is not a part of the purchase and all garbage and debris from the Property.

(e) **Affidavit and Indemnification Agreement:** Seller shall furnish at Settlement an affidavit(s) and indemnification agreement(s) in form satisfactory to Buyer and Buyer's title insurer, if any, executed by Seller and any person or entity who has performed or furnished labor, services, materials or rental equipment to the Property within 120 days prior to the date of Settlement and who may be entitled to claim a lien against the Property as described in N.C.G.S. §44A-8 verifying that each such person or entity has been paid in full and agreeing to indemnify Buyer, Buyer's lender(s) and Buyer's title insurer against all loss from any cause or claim arising therefrom.

(f) **Designation of Lien Agent, Payment and Satisfaction of Liens:** If required by N.C.G.S. §44A-11.1, Seller shall have designated a Lien Agent, and Seller shall deliver to Buyer as soon as reasonably possible a copy of the appointment of Lien Agent. All deeds of trust, deferred ad valorem taxes, liens and other charges against the Property, not assumed by Buyer, must be paid and satisfied by Seller prior to or at Settlement such that cancellation may be promptly obtained following Closing. Seller shall remain obligated to obtain any such cancellations following Closing.

(g) **Good Title, Legal Access:** Seller shall execute and deliver a GENERAL WARRANTY DEED for the Property in recordable form no later than Settlement, which shall convey fee simple marketable and insurable title, without exception for mechanics' liens, and free of any other liens, encumbrances or defects, including those which would be revealed by a current and accurate survey of the Property, except: ad valorem taxes for the current year (prorated through the date of Settlement); utility easements and unviolated covenants, conditions or restrictions that do not materially affect the value of the Property; and such other liens, encumbrances or defects as may be assumed or specifically approved by Buyer in writing. The Property must have legal access to a public right of way.

NOTE: Buyer's failure to conduct a survey or examine title of the Property, prior to the expiration of the Due Diligence Period does not relieve the Seller of their obligation to deliver good title under this paragraph.

NOTE: If any sale of the Property may be a "short sale," consideration should be given to attaching a Short Sale Addendum Form 2A14-T) as an addendum to this Contract.

(h) **Deed, Taxes and Fees:** Seller shall pay for preparation of a deed and all other documents necessary to perform Seller's obligations under this Contract, and for state and county excise taxes, and any deferred, discounted or rollback taxes, and local conveyance fees required by law. The deed is to be made to: Jennifer Godsey (wife) and Edwin Godsey
(husband)

(i) **Agreement to Pay Buyer Expenses:** Seller shall pay at Settlement \$ zero toward any of Buyer's expenses associated with the purchase of the Property, at the discretion of Buyer and/or lender, if any, including any FHA/VA lender and inspection costs that Buyer is not permitted to pay.

NOTE: Parties should review the FHA/VA Addendum prior to entering an amount in Paragraph 8(i). Certain FHA/VA lender and inspection costs CANNOT be paid by Buyer at Settlement and the amount of these should be included in the blank above.

(j) **Owners' Association Fees/Charges:** Seller shall pay: (i) any fees required for confirming Seller's account payment information on owners' association dues or assessments for payment or proration; (ii) any fees imposed by an owners' association and/or a management company as agent of the owners' association in connection with the transaction contemplated by this Contract other than those fees required to be paid by Buyer under paragraph 6(b) above; and (iii) fees incurred by Seller in completing the Residential Property and Owners' Association Disclosure Statement, and resale or other certificates related to a proposed sale of the Property.

(k) **Payment of Confirmed Special Assessments:** Seller shall pay all Confirmed Special Assessments, if any, provided that the amount thereof can be reasonably determined or estimated. The payment of such estimated amount shall be the final payment between the Parties.

(l) **Late Listing Penalties:** All property tax late listing penalties, if any, shall be paid by Seller.

(m) **Negotiated Repairs/Improvements:** Negotiated repairs/improvements shall be made in a good and workmanlike manner and Buyer shall have the right to verify same prior to Settlement.

Buyer initials JG EG Seller initials _____

(n) **Seller's Failure to Comply or Breach:** If Seller fails to materially comply with any of Seller's obligations under this Paragraph 8 or Seller materially breaches this Contract, and Buyer elects to terminate this Contract as a result of such failure or breach, then the Earnest Money Deposit and the Due Diligence Fee shall be refunded to Buyer and Seller shall reimburse to Buyer the reasonable costs actually incurred by Buyer in connection with Buyer's Due Diligence without affecting any other remedies. If legal proceedings are brought by Buyer against Seller to recover the Earnest Money Deposit, the Due Diligence Fee and/or the reasonable costs actually incurred by Buyer in connection with Buyer's Due Diligence, the prevailing party in the proceeding shall be entitled to recover from the non-prevailing party reasonable attorney fees and court costs incurred in connection with the proceeding.

9. **PRORATIONS AND ADJUSTMENTS:** Unless otherwise provided, the following items shall be prorated through the date of Settlement and either adjusted between the parties or paid at Settlement:

- (a) **Taxes on Real Property:** Ad valorem taxes and recurring governmental service fees levied with such taxes on real property shall be prorated on a calendar year basis;
- (b) **Taxes on Personal Property:** Ad valorem taxes on personal property for the entire year shall be paid by Seller unless the personal property is conveyed to Buyer, in which case, the personal property taxes shall be prorated on a calendar year basis;
- (c) **Rents:** Rents, if any, for the Property;
- (d) **Dues:** Owners' association regular assessments (dues) and other like charges.

10. **HOME WARRANTY:** Select one of the following:

- No home warranty is to be provided by Seller.
- Buyer may obtain a one-year home warranty at a cost not to exceed \$ _____ which includes sales tax and Seller agrees to pay for it at Settlement.
- Seller has obtained and will provide a one-year home warranty from _____ at a cost of \$ _____ which includes sales tax and will pay for it at Settlement.

NOTE: Home warranties typically have limitations on and conditions to coverage. Refer specific questions to the home warranty company.

11. **CONDITION OF PROPERTY AT CLOSING:** Buyer's obligation to complete the transaction contemplated by this Contract shall be contingent upon the Property being in substantially the same or better condition at Closing as on the date of this offer, reasonable wear and tear excepted.

12. **RISK OF LOSS:** The risk of loss or damage by fire or other casualty prior to Closing shall be upon Seller. If the improvements on the Property are destroyed or materially damaged prior to Closing, Buyer may terminate this Contract by written notice delivered to Seller or Seller's agent and the Earnest Money Deposit and any Due Diligence Fee shall be refunded to Buyer. In the event Buyer does NOT elect to terminate this Contract, Buyer shall be entitled to receive, in addition to the Property, any of Seller's insurance proceeds payable on account of the damage or destruction applicable to the Property being purchased. Seller is advised not to cancel existing insurance on the Property until after confirming recordation of the deed.

13. **DELAY IN SETTLEMENT/CLOSING:** Absent agreement to the contrary in this Contract or any subsequent modification thereto, if a party is unable to complete Settlement by the Settlement Date but intends to complete the transaction and is acting in good faith and with reasonable diligence to proceed to Settlement ("Delaying Party"), and if the other party is ready, willing and able to complete Settlement on the Settlement Date ("Non-Delaying Party") then the Delaying Party shall give as much notice as possible to the Non-Delaying Party and closing attorney and shall be entitled to a delay in Settlement. If the parties fail to complete Settlement and Closing within fourteen (14) days of the Settlement Date (including any amended Settlement Date agreed to in writing by the parties) or to otherwise extend the Settlement Date by written agreement, then the Delaying Party shall be in breach and the Non-Delaying Party may terminate this Contract and shall be entitled to enforce any remedies available to such party under this Contract for the breach.

14. **POSSESSION:** Possession, including all means of access to the Property (keys, codes including security codes, garage door openers, electronic devices, etc.), shall be delivered upon Closing as defined in Paragraph 1(m) unless otherwise provided below:

- A Buyer Possession Before Closing Agreement is attached (Standard Form 2A7-T)
- A Seller Possession After Closing Agreement is attached (Standard Form 2A8-T)
- Possession is subject to rights of tenant(s)

NOTE: Consider attaching Additional Provisions Addendum (Form 2A11-T) or Vacation Rental Addendum (Form 2A13-T)

Buyer initials *JLS* *EG* Seller initials _____

15. **ADDENDA:** CHECK ALL STANDARD ADDENDA THAT MAY BE A PART OF THIS CONTRACT, IF ANY, AND ATTACH HERETO. ITEMIZE ALL OTHER ADDENDA TO THIS CONTRACT, IF ANY, AND ATTACH HERETO.

- Additional Provisions Addendum (Form 2A11-T)
- Additional Signatures Addendum (Form 3-T)
- Back-Up Contract Addendum (Form 2A1-T)
- Contingent Sale Addendum (Form 2A2-T)
- FHA/VA Financing Addendum (Form 2A4-T)
- Lead-Based Paint Or Lead-Based Paint Hazard Addendum (Form 2A9-T)
- Loan Assumption Addendum (Form 2A6-T)
- New Construction Addendum (Form 2A3-T)
- Owners' Association Disclosure And Condominium Resale Statement Addendum (Form 2A12-T)
- Seller Financing Addendum (Form 2A5-T)
- Short Sale Addendum (Form 2A14-T)
- Vacation Rental Addendum (Form 2A13-T)

Identify other attorney or party drafted addenda: _____

NOTE: UNDER NORTH CAROLINA LAW, REAL ESTATE BROKERS ARE NOT PERMITTED TO DRAFT ADDENDA TO THIS CONTRACT.

16. **ASSIGNMENTS:** This Contract may not be assigned without the written consent of all parties except in connection with a tax-deferred exchange, but if assigned by agreement, then this Contract shall be binding on the assignee and assignee's heirs and successors.

17. **TAX-DEFERRED EXCHANGE:** In the event Buyer or Seller desires to effect a tax-deferred exchange in connection with the conveyance of the Property, Buyer and Seller agree to cooperate in effecting such exchange; provided, however, that the exchanging party shall be responsible for all additional costs associated with such exchange, and provided further, that a non-exchanging party shall not assume any additional liability with respect to such tax-deferred exchange. Buyer and Seller shall execute such additional documents, including assignment of this Contract in connection therewith, at no cost to the non-exchanging party, as shall be required to give effect to this provision.

18. **PARTIES:** This Contract shall be binding upon and shall inure to the benefit of Buyer and Seller and their respective heirs, successors and assigns. As used herein, words in the singular include the plural and the masculine includes the feminine and neuter genders, as appropriate.

19. **SURVIVAL:** If any provision herein contained which by its nature and effect is required to be observed, kept or performed after the Closing, it shall survive the Closing and remain binding upon and for the benefit of the parties hereto until fully observed, kept or performed.

20. **ENTIRE AGREEMENT:** This Contract contains the entire agreement of the parties and there are no representations, inducements or other provisions other than those expressed herein. All changes, additions or deletions hereto must be in writing and signed by all parties. Nothing contained herein shall alter any agreement between a REALTOR® or broker and Seller or Buyer as contained in any listing agreement, buyer agency agreement, or any other agency agreement between them.

21. **CONDUCT OF TRANSACTION:** The parties agree that any action between them relating to the transaction contemplated by this Contract may be conducted by electronic means, including the signing of this Contract by one or more of them and any notice or communication given in connection with this Contract. Any written notice or communication may be transmitted to any mailing address, e-mail address or fax number set forth in the "Notice Information" section below. Any notice or communication to be given to a party herein, and any fee, deposit or other payment to be delivered to a party herein, may be given to the party or to such party's agent. Seller and Buyer agree that the "Notice Information" and "Acknowledgment of Receipt of Monies" sections below shall not constitute a material part of this Contract, and that the addition or modification of any information therein shall not constitute a rejection of an offer or the creation of a counteroffer.

22. **EXECUTION:** This Contract may be signed in multiple originals or counterparts, all of which together constitute one and the same instrument.

23. **COMPUTATION OF DAYS/TIME OF DAY:** Unless otherwise provided, for purposes of this Contract, the term "days" shall mean consecutive calendar days, including Saturdays, Sundays, and holidays, whether federal, state, local or religious. For the purposes of calculating days, the count of "days" shall begin on the day following the day upon which any act or notice as provided in this Contract was required to be performed or made. Any reference to a date or time of day shall refer to the date and/or time of day in the State of North Carolina.

Buyer initials *JLL* *EG* Seller initials _____

THE NORTH CAROLINA ASSOCIATION OF REALTORS®, INC. AND THE NORTH CAROLINA BAR ASSOCIATION MAKE NO REPRESENTATION AS TO THE LEGAL VALIDITY OR ADEQUACY OF ANY PROVISION OF THIS FORM IN ANY SPECIFIC TRANSACTION. IF YOU DO NOT UNDERSTAND THIS FORM OR FEEL THAT IT DOES NOT PROVIDE FOR YOUR LEGAL NEEDS, YOU SHOULD CONSULT A NORTH CAROLINA REAL ESTATE ATTORNEY BEFORE YOU SIGN IT.

This offer shall become a binding contract on the Effective Date. Unless specifically provided otherwise, Buyer's failure to timely deliver any fee, deposit or other payment provided for herein shall not prevent this offer from becoming a binding contract, provided that any such failure shall give Seller certain rights to terminate the contract as described herein or as otherwise permitted by law.

Date: 10-08-2017

Date: _____

Buyer Jennifer Godsey
Jennifer Godsey

Seller _____

Date: 10-08-2017

Date: _____

Buyer Edwin Godsey
Edwin Godsey

Seller _____

Entity Buyer:

(Name of LLC/Corporation/Partnership/Trust/etc.)

Entity Seller:
CHARLOTTE MECKLENBURG HISTORIC LANDMARKS COMMISSION
(Name of LLC/Corporation/Partnership/Trust/etc.)

By: _____

By: _____

Name: _____

Name: **Dan Morrill**

Title: _____

Title: _____

Date: _____

Date: _____

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NOTICE INFORMATION

NOTE: INSERT AT LEAST ONE ADDRESS AND/OR ELECTRONIC DELIVERY ADDRESS EACH PARTY AND AGENT APPROVES FOR THE RECEIPT OF ANY NOTICE CONTEMPLATED BY THIS CONTRACT. INSERT "N/A" FOR ANY WHICH ARE NOT APPROVED.

BUYER NOTICE ADDRESS:

Mailing Address: _____

Buyer Fax#: _____

Buyer E-mail: _____

SELLER NOTICE ADDRESS:

Mailing Address: _____

Seller Fax#: _____

Seller E-mail: _____

SELLING AGENT NOTICE ADDRESS:

Firm Name: HM Properties

Acting as Buyer's Agent Seller's (sub)Agent Dual Agent

Firm License #: C18059

Mailing Address: 6857 Fairview Rd, Charlotte, NC

28210

Individual Selling Agent: Brian Hosey

Acting as a Designated Dual Agent (check only if applicable)

Selling Agent License #: 281195

Selling Agent Phone#: (773) 320-1662

Selling Agent Fax#: _____

Selling Agent E-mail: brian@hmproperties.com

LISTING AGENT NOTICE ADDRESS:

Firm Name: HM Properties

Acting as Seller's Agent Dual Agent

Firm License #: C18059

Mailing Address: 6857 Fairview Rd, Charlotte, NC

28210

Individual Listing Agent: Eric Gamble

Acting as a Designated Dual Agent (check only if applicable)

Listing Agent License #: 254863

Listing Agent Phone#: (704) 942-4104

Listing Agent Fax#: _____

Listing Agent E-mail: eric@hmproperties.com

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ACKNOWLEDGMENT OF RECEIPT OF MONIES

Seller: CHARLOTTE MECKLENBURG HISTORIC LANDMARKS COMMISSION ("Seller")

Buyer: Jennifer Godsey, Edwin Godsey ("Buyer")

Property Address: 11647 Rozzellas Ferry Rd, Charlotte, NC 28277 ("Property")

LISTING AGENT ACKNOWLEDGMENT OF RECEIPT OF DUE DILIGENCE FEE

Paragraph 1(d) of the Offer to Purchase and Contract between Buyer and Seller for the sale of the Property provides for the payment to Seller of a Due Diligence Fee in the amount of \$, receipt of which Listing Agent hereby acknowledges.

Date: Firm: HM Properties

By: (Signature) Eric Gamble (Print name)

SELLER ACKNOWLEDGMENT OF RECEIPT OF DUE DILIGENCE FEE

Paragraph 1(d) of the Offer to Purchase and Contract between Buyer and Seller for the sale of the Property provides for the payment to Seller of a Due Diligence Fee in the amount of \$, receipt of which Seller hereby acknowledges.

Date Seller: (Signature)

Date Seller: (Signature)

ESCROW AGENT ACKNOWLEDGMENT OF RECEIPT OF INITIAL EARNEST MONEY DEPOSIT

Paragraph 1(d) of the Offer to Purchase and Contract between Buyer and Seller for the sale of the Property provides for the payment to Escrow Agent of an Initial Earnest Money Deposit in the amount of \$. Escrow Agent as identified in Paragraph 1(f) of the Offer to Purchase and Contract hereby acknowledges receipt of the Initial Earnest Money Deposit and agrees to hold and disburse the same in accordance with the terms of the Offer to Purchase and Contract.

Date Firm: HM Properties

By: (Signature) (Print name)

ESCROW AGENT ACKNOWLEDGMENT OF RECEIPT OF (ADDITIONAL) EARNEST MONEY DEPOSIT

Paragraph 1(d) of the Offer to Purchase and Contract between Buyer and Seller for the sale of the Property provides for the payment to Escrow Agent of an (Additional) Earnest Money Deposit in the amount of \$. Escrow Agent as identified in Paragraph 1(f) of the Offer to Purchase and Contract hereby acknowledges receipt of the (Additional) Earnest Money Deposit and agrees to hold and disburse the same in accordance with the terms of the Offer to Purchase and Contract.

Date Firm: HM Properties

Time: AM PM By: (Signature) (Print name)

EXHIBIT "A"

TAX PARCEL ID 031-222-54

BEGINNING at an iron pipe located in the southwestern margin of Old Rozzelles Ferry Road, said point also marking the northernmost corner of property now or formerly of Richard F. Rozzelle III as described in a deed recorded in Book 11126 at Page 953, Mecklenburg County Registry; and from said point of Beginning, thence with the southwestern margin of said Old Rozzelles Ferry Road, North 68° 12' 00" West 172.52 feet to a #4 rebar located at the easternmost corner of property now or formerly of Janice R. Alexander as described in a deed recorded in Book 10345 at Page 511, Mecklenburg County Registry; thence with the southwestern boundary line of said Janice R. Alexander, the following two courses and distances: (1) South 49° 16' 45" West 193.00 feet to an axle, (2) South 49° 25' 45" West 123.76 feet to a bent flat bar, said point also marking the northernmost corner of property now or formerly of Portrait Homes as described in a deed recorded in Book 12459 at Page 559, Mecklenburg County Registry; thence with the eastern boundary line of said Portrait Homes, South 46° 44' 40" East 230.15 feet to a #4 rebar located in the northern boundary line of property now or formerly of H. R. Rozzelle as described in a deed recorded in Book 3623 at Page 860, Mecklenburg County Registry; thence with the northern boundary line of said H. R. Rozzelle, North 87° 22' 42" East 275.67 feet to an iron pipe, said pipe also marking the southwestern corner of property of said Richard F. Rozzelle III; thence with the southwestern boundary line of said Richard F. Rozzelle III the following two courses and distances: (1) North 45° 33' 19" West 38.28 feet to a rebar, (2) North 45° 54' 32" West 150.13 feet to a rebar, said point also marking the westernmost corner of property of said Richard F. Rozzelle III; thence with the western boundary line of said Richard F. Rozzelle III, North 30° 46' 04" East 181.51 feet to an iron pipe, the point and place of Beginning. ACCORDING to a survey prepared by Yarbrough-Williams & Houle Inc. dated May 10, 2001.

BEING A PART of the property conveyed by Mary Rozzelle to E. T. Rozzelle by deed dated November 30, 1937 recorded in Book 1026 at Page 587. E. T. Rozzelle died and his Will was administered in Mecklenburg County on April 6, 1967. Under his Will, his wife, Pricie Freeman Rozzelle, received a life estate, while the remainder interest passed to his two daughters, Ethel R. Hilton and Margaret Cynthia Rozzelle. Upon the death of Pricie Freeman Rozzelle in 1987 (File 87E1562) and Ethel R. Hilton, Margaret Cynthia Rozzelle became the sole owner of this property. She died January 27, 1999 and willed this property to her nephew, Jerry L. Sifford.

Tax Parcel ID : 031-222-58

Grantee, the receipt of which is hereby acknowledged, has and by these presents does grant, bargain, sell and convey unto the Grantee in fee simple, all that certain lot, parcel of land or condominium unit situated in the Town of Huntersville, Mecklenburg County, North Carolina and more particularly described as follows:

BEGINNING at the bench mark B.M. identified with a brass disc set in concrete headwall at elevation 728.49 and commonly referred to as the point of start (P.O.S.), go N. 82-13-48 W., 58.11 feet to the point of beginning (P.O.B.), said P.O.B. being the intersection of the right-of-way lines for Rozzells Ferry Road and Old Rozzells Ferry Road, go N. 50-57-20 W., 373.22 feet to a point; thence, N. 56-58-45 W., 38.0 feet to a point; thence, N. 39-37-35 E., 187.93 feet to a point; thence, S. 26-46-21 E., 449.0 feet to the P.O.B., together with a right of ingress and egress over the Old Rozzells Ferry Road, as shown on attached boundary survey by Henry L. Parnell, Reg. Surveyor, dated April, 1981, which is hereby made a part of this instrument. The above tract of land contains .87 acre more or less and is presently owned by Mr. John Edwards and wife, Janice R. Edwards, Mecklenburg County, Charlotte, North Carolina. All bearings are magnetic.

The above .87 acre was surveyed from the 3.875 acres more or less tract which was deeded from Earl Tracy Rozzelle, Jr. and wife, Mary G. Rozzelle, to John Edwards and wife, Janice R. Edwards, as recorded in Book 4310, Page 48, June 3, 1980, in the Mecklenburg County Registry.

The property hereinabove described was acquired by Grantor by instrument recorded in Book 4462, Page 116.

A map showing the above described property is recorded in Map Book _____, Page _____.

IN WITNESS WHEREOF, the Grantor has hereunto set his hand and seal, or if corporate, has caused this instrument to be signed in its corporate name by its duly authorized officers and its seal to be hereunto affixed by authority of its Board of Directors, the day and year first above written.

U.S. Federal Aviation Administration
Real Estate Contracting Officer
Real Estate and Utilities Group/ALO-620
On Behalf of the United States of America

By: Inger T. Brown
Inger Brown

Real Estate Contracting Officer

Print Name

State of Georgia, Fayette - County or City of Fayetteville
I, the undersigned Notary Public of the County or City of Fayetteville and State
aforesaid, certify that Inger T. Brown personally came before me this day and
acknowledged that s/he is the Authorized Signatory for the Grantor, and that by authority duly given and

EXHIBIT "A"

Tract One (Tax Parcel ID #031-222-52)

BEGINNING at an old iron on Tom Mattox line (now or formerly), said iron being the joint corner of the now or formerly being the joint corner of (A) Ola P. Rozzelle (widow), Ethel R. Helton (widow) and Margaret Rozzelle (single) and (B) E. T. Rozzelle Jr. and wife Mary G. Rozzelle, and running thence with the line (now or formerly) of E. R. Rozzelle Jr. and wife Mary G. Rozzelle, South 47° East 177.7 feet to an old iron; thence South 49° 09' West 123.99 feet to an iron; thence North 47° West 253.33 feet to an iron on Mattox line (now or formerly); thence with Mattox line (now or formerly) North 78° 48' East 152 feet to the point of Beginning. CONTAINING 0.60 acres and being a part of that property conveyed to the late E. T. Rozzelle by deed dated November 30, 1937 and recorded in Book 1026 at Page 587, Mecklenburg County Public Registry.

Tract Two (Tax Parcel ID #~~031-222-56~~ 031-222-53)

BEGINNING at an iron stake (formerly red oak) near Old Plank Road, common corner of four tracts, and running thence South 77° 45' West with Lumber Company's line, 200 feet to a stake in said line; thence South 47° East 177 feet to a stake; thence North 49° East 193 feet, more or less, to Old Plank Road (now or formerly) Goerkeritz's line; thence North 60° West, with old road, 87 feet to the Beginning. CONTAINING 0.52 acres and being a part of the lands conveyed to E. T. Rozzelle Sr. by deed dated November 30, 1937 and recorded in Book 1026 at Page 587, Mecklenburg County Public Registry.

BEING THE SAME property conveyed to Janice R. Alexander by deed from Mary Elizabeth G. Rozzelle dated March 25, 1999 and recorded in Book 10345 at Page 511. Tract 1 described herein was willed from E. T. Rozzelle Sr. to E. T. Rozzelle Jr., who willed his property to his wife, Mary Elizabeth G. Rozzelle. Tract 2 was conveyed by E. T. Rozzelle Sr. and wife Pricie F. Rozzelle to E. T. Rozzelle Jr. and wife Mary Elizabeth G. Rozzelle by deed recorded in Book 1256 at Page 661.

EXHIBIT "A"

Tract One (Tax Parcel ID #031-222-55)

BEGINNING at an existing iron pin on the southern edge of a gravel roadway known as Old Rozelles Ferry Road, said existing iron pin marking the northeastern corner of the property of Margaret Rozzelle (now or formerly) described in Deed Book 1026 at Page 587, Mecklenburg County Public Registry, said point of Beginning further being located South 67° 57' 09" East 259.41 feet from an existing nail; and thence running from said point of Beginning with the southern margin of said road, South 52° 46' 30" East 150.01 feet to an existing iron pin; thence running with the line of the J. L. Sifford and Ellie Sifford property described in Deed Book 3714 at Page 781, Mecklenburg County Public Registry, South 31° 26' 00" West 198.80 feet to an existing iron pin located in the line of Margaret Rozzelle (now or formerly); thence running with the line of Margaret Rozzelle (now or formerly) North 46° 03' 48" West 150.14 feet to an existing iron pin; thence running with another line of Margaret Rozzelle (now or formerly) North 30° 35' 35" East 181.45 feet to the point and place of Beginning. CONTAINING approximately 28,088 square feet or 0.6448 acres, more or less, according to a survey prepared by R. B. Pharr & Associates, P.A., dated October 16, 1998.

Tract Two (Tax Parcel ID #031-222-56)

BEGINNING at an existing iron pin, said point of Beginning being the northeastern corner of property described in Deed Book 2268 at Page 573, Mecklenburg County Public Registry and further being located South 52° 46' 30" East 150.01 feet from an existing iron pin marking the northeastern corner of the Margaret Rozzelle property described in Deed Book 1026 at Page 587, Mecklenburg County Public Registry; and running thence from said point of Beginning with the margin of a gravel roadway known as Old Rozzelle Ferry Road, South 52° 44' 26" East 297.82 feet between an existing iron pin located near the intersection of the southern edge of the margin of Old Rozzelles Ferry Road with a certain 15-foot unpaved roadway; thence running with the northern edge of a certain unpaved roadway and easement being approximately 30 feet in width, South 87° 04' 09" West 313.73 feet to an existing iron pin, another corner with Margaret Rozzelle (now or formerly); thence with the line of Margaret Rozzelle, North 45° 42' 36" West 38.27 feet to an existing iron pin; thence running with the line of the Sifford property described in Book 2268 at Page 573, Mecklenburg County Public Registry, North 31° 26' 00" East 198.80 feet to the point and place of Beginning. CONTAINING approximately 33,856 square feet or 0.7772 acres, according to a survey prepared by R. B. Pharr & Associates, P.A., dated October 16, 1998.

BEING THE SAME property conveyed by Lynn A. Sifford and Marsha W. Sifford to Richard Franklin Rozzelle III and wife Jacqueline D. Rozzelle by deed recorded in Book 11126 at Page 953, Mecklenburg County Registry. Jerry L. Sifford and Lynn A. Sifford and wife Marsha W. Sifford conveyed the same property to Lynn A. Sifford and wife Marsha W. Sifford by deed recorded in Book 10044 at Page 828, Mecklenburg County Registry.

Tract I described herein was originally conveyed by E. T. Rozzelle Sr. and wife Pricie F. Rozzelle to Oris A. Sifford and wife Eloise Sifford by deed recorded in Book 2268 at Page 573. Eloise Sifford died in Gaston County in 1969 (see Film 69-3-1116 through 1123, 69-5-807 and 69-6-1205). Upon her death, the property vested in Oris A. Sifford, who died November 8, 1969 in Gaston County (see Film 69-6-472 through 481, 70-2-1205 and 70-6-55). Under the Will of Oris A. Sifford, Tract 1 herein passed to his sons, Jerry L. Sifford and Lynn A. Sifford.

Tract 2 herein was conveyed by E.T. Rozzelle Sr. and wife Pricie F. Rozzelle to Rufus W. Mosley and wife by deed recorded in Book 2268 at Page 574. The Mosleys subsequently conveyed the property by deed recorded in Book 3714 at Page 781 to Jerry L. Sifford and Lynn A. Sifford.

SELLER FINANCING ADDENDUM

Property: 11647 Rozzelles Ferry Rd, Charlotte, NC 28277

Seller: Charlotte-Mecklenburg Historic Landmarks Commission

Buyer: Jennifer Godsey, Edwin Godsey

This Addendum is attached to and made a part of the Offer to Purchase and Contract ("Contract") between Seller and Buyer for the Property.

Seller agrees to provide Buyer with Seller Financing in the amount set forth in the Contract on the following terms and conditions:

- 1. The Seller Financing shall be evidenced by a balance of purchase money promissory note ("Note") secured by a balance of purchase money deed of trust ("Deed of Trust") on the Property.
2. The Deed of Trust shall be a [X] first [] second lien on the Property. If the Deed of Trust will be junior to another deed of trust, the principal amount of the senior lien(s) shall not exceed the amount of the Loan as represented in the Contract.
3. The Seller Financing shall bear interest prior to default at the rate of 4.250 % per annum and shall be payable as follows: monthly: On a 30 year fixed amortization basis, for a period of five years. A balloon payment will be due at the end of the period.

The Seller Financing shall bear interest after default at the rate of _____ % per annum.

4. Unless otherwise provided herein, the Note may be prepaid in whole or in part at any time without penalty. If there are any restrictions on this prepayment right, the restrictions are as follows: none

5. The Seller Financing [X] shall [] shall not become due and payable in accordance with the terms of the Deed of Trust upon Buyer's sale or other transfer of the Property.

6. Additional Seller Financing terms (if any): none

7. Unless otherwise provided herein, the Note and Deed of Trust shall be in form of and contain the provisions of the currently approved North Carolina Bar Association Forms 4 and 5, completed in accordance with the terms provided above or contained in this Contract.

NOTE: In the event of Buyer's default of the Seller Financing, Seller's remedies will likely be limited to foreclosure of the Property. If a deed of trust given to secure Seller Financing is subordinate to, or is later subordinated to, senior financing, and such senior financing is subsequently foreclosed, the Seller will likely have no remedy to recover under the Note or Deed of Trust. The advice of an attorney is recommended prior to Seller agreeing to provide seller financing.

IN THE EVENT OF A CONFLICT BETWEEN THIS ADDENDUM AND THE CONTRACT, THIS ADDENDUM SHALL CONTROL, EXCEPT THAT IN THE CASE OF SUCH A CONFLICT AS TO THE DESCRIPTION OF THE PROPERTY OR THE IDENTITY OF THE BUYER OR SELLER, THE CONTRACT SHALL CONTROL

This form jointly approved by: North Carolina Bar Association North Carolina Association of REALTORS®, Inc.



STANDARD FORM 2A5 - T Revised 7/2015 © 7/2017

Buyer initials JG EG Seller initials _____

THE NORTH CAROLINA ASSOCIATION OF REALTORS®, INC. AND THE NORTH CAROLINA BAR ASSOCIATION MAKE NO REPRESENTATION AS TO THE LEGAL VALIDITY OR ADEQUACY OF ANY PROVISION OF THIS FORM IN ANY SPECIFIC TRANSACTION. IF YOU DO NOT UNDERSTAND THIS FORM OR FEEL THAT IT DOES NOT PROVIDE FOR YOUR LEGAL NEEDS, YOU SHOULD CONSULT A NORTH CAROLINA REAL ESTATE ATTORNEY BEFORE YOU SIGN IT.

Date: 10-08-2017

Date: _____

Buyer: Jennifer Godsey
Jennifer Godsey

Seller: _____

Date: 10-08-2017

Date: _____

Buyer: Edwin Godsey
Edwin Godsey

Seller: _____

Entity Buyer:

(Name of LLC/Corporation/Partnership/Trust/etc.)

Entity Seller:
Charlotte-Mecklenburg Historic Landmarks Commission
(Name of LLC/Corporation/Partnership/Trust/etc.)

By: _____

By: DAN MORRILL

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

10/7/2017

Edwin S. Godsey

Jennifer B. Godsey

7902 Norman Ct.

Denver NC 28037

To the Mecklenburg Historic Landmark Commission,

Ref: The Edward M. Rozzelles House

We have been looking for just the right home place for more than a year now and couldn't believe it when our daughter sent us the article about the historic homesite now available for purchase.

We are not new to farming and would love to take this property back to it's roots.

In 1983, Ed and I moved to Charlotte and lived on a 50 acre farm.

Located one mile from the University of Charlotte, the surrounding area was primarily all farm land back then. Our property like many others had been in the family for many years. And our children were lucky to grow up there.

With the rapid development in the area, the property was eventually sold and we relocated to Huntersville in 1995. Luckily we found 5 acres and as the general contractor, Ed oversaw the building of our new home.

Ed began his career in Charlotte and worked in construction before entering the engineering, land surveying field. We lived in Huntersville for 11 years and enjoyed it.

Our next home renovation project began unexpectedly when we stumbled on a terrific waterfront lot with a little old house on lake Norman. We have always enjoyed the lake and couldn't resist the opportunity. We have lived in our little waterfront gem for 10 years. It is actually located in one of the oldest communities on Lake Norman.

We do recognize the importance of The Rozzelles homesite, with it's historical significance and amazing charm, you don't find places like this anymore. We absolutely love the grounds with the historical outbuildings and beautiful old trees and would value the opportunity to make it our home.

We think it will be perfect. But we know it will take a LOT of work and resources to restore.

Our plan for the property is to restore and preserve the historic old house and make it our home.

But our first step will be to renovate the smaller house on the property. We will live there while we carefully and thoughtfully execute the restoration.

In the front fields of the property we envision vegetable and flower gardens as well as a small vineyard as we are avid gardeners.

In our opinion, it would be very sad to see a business office or multiple homes in the field, dramatically changing the landscape forever.


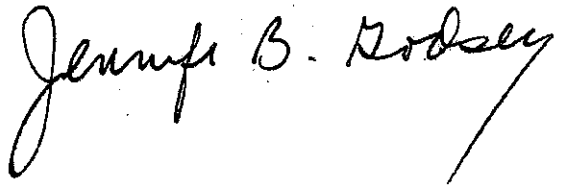
We are not new to the home renovation process and we understand the challenge and the responsibility of restoring the old home.

Since 2004 we have renovated several older homes in communities around Charlotte including the Merry Oaks, Commonwealth and most recently the Montford Drive neighborhoods. We know what it takes to get it done and appreciate the gratification of making an older house a lovable home.

We do not want to do anything to disturb the character of the Edward M. Rozzelles home and property. We will lovingly protect the historical outbuildings and it's beautiful old trees.

We can imagine our friend and family gatherings there and hopefully give our future grandchildren the opportunity to experience farm life too.

We hope to get this opportunity.

Financial resources:

We would like to take advantage of the seller financing option and partner with the Landmark Commission to purchase the historic homesite. We would initially put down 25% of the purchase price as a down payment and finance the remainder at 30 year fixed amortization payment with an interest rate of 4.25% for a period of 5 years. A balloon payment will be due at the end of the period.

Conventional financing is an option for us, but is likely to be a more cumbersome, a lengthy process and possibly contingent on selling our primary home. And we would like to preserve our liquid monies to begin the renovation or the smaller home right away.

Our immediate plan is to sell our current home and use the proceeds (approx. \$300,000) for the restoration of the historic home. The option for seller financing provides greater flexibility in the short term and would expedite the purchase.

We would expect to obtain conventional financing to replace the loan within 3 years.

Assets on hand: (bank statements available upon request)

Liquid savings and investments \$140,000

Retirement savings and

Investments \$500,000

Primary house home equity \$300,000

(based on 2015 appraisal)

Appraisal and Mortgage statement attached

Ed is employed as a business owner and operates a land surveying business. He primarily works with commercial and residential developers and has been in the business for more than 25 years.

Jennifer is employed with Merrill Lynch and works as a Financial Advisor. She has been in the Financial services industry since 1990. We can provide all related financial documentation including current W2's and a Profit and loss statement from the business at your request.

Please advise as to what is needed.

EDWARD M ROZZELLES HOME SITE EXHIBIT

